

RICHARD J. IDELL, ESQ., #069033  
 PATRICIA DE FONTE, ESQ. #223923  
 IDELL, BERMAN, SEITEL & RUTCHIK LLP  
 The Merchants Exchange Building  
 465 California Street, Suite 300  
 San Francisco, CA 94104  
 Telephone: (415) 986-2400  
 Facsimile: (415) 392-9259

Attorneys for Plaintiff U2 HOME ENTERTAINMENT, INC.,  
 a California Corporation doing business as NEW IMAGE AUDIO  
 & VIDEO, CENTURY HOME ENTERTAINMENT and  
 TAI SENG ENTERTAINMENT

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

U2 HOME ENTERTAINMENT, INC., a  
 California Corporation doing business as NEW  
 IMAGE AUDIO & VIDEO, CENTURY HOME  
 ENTERTAINMENT and TAI SENG  
 ENTERTAINMENT

Plaintiff,

v.

THANH VIDEO, business entity form unknown,  
 CHIEU NHI VIDEO & PURE WATER, a  
 business entity form unknown, TRU HUY  
 NGUYEN, an individual and doing business as  
 CHIEU NHI VIDEO & PURE WATER, DIEM  
 CHAU VIDEO, a business entity form unknown,  
 LAM KHAC CU, individually and doing business  
 as DIEM CHAU VIDEO, THUAN TRAN,  
 individually and doing business AS DIEM CHAU  
 VIDEO, and DOES 1 to 200, inclusive,

Defendants.

Case No.: C05-3196 CRB

~~[PROPOSED]~~ FINAL JUDGMENT, CONSENT  
 DECREE AND PERMANENT INJUNCTION AS  
 TO DEFENDANTS DIEM CHAU VIDEO, A  
 BUSINESS ENTITY FORM UNKNOWN, AND  
 LAM KHAC CU, INDIVIDUALLY AND DOING  
 BUSINESS AS DIEM CHAU VIDEO ~~AND~~  
~~THUAN TRAN, INDIVIDUALLY AND DOING~~  
~~BUSINESS AS DIEM CHAU VIDEO~~

Plaintiff, U2 HOME ENTERTAINMENT, INC., a California corporation doing business as  
 NEW IMAGE AUDIO & VIDEO, CENTURY HOME ENTERTAINMENT and TAI SENG  
 ENTERTAINMENT (formerly TAI SENG VIDEO MARKETING) ("U2" or "Plaintiff"), having duly

commenced this action by filing the verified complaint herein and serving certain Defendants, DIEM CHAU VIDEO, a business entity form unknown, LAM KHAC CU, individually and doing business as DIEM CHAU VIDEO and ~~THUAN TRAN, individually and doing business as DIEM CHAU VIDEO~~ (hereinafter referred to as "Defendants"), alleging violations of its rights in connection with its copyrights including, but not limited to the works identified on Exhibit "A" to the verified complaint, which Exhibit is hereby incorporated by reference, and service of the verified complaint having been made on the said Defendants, or, acknowledged by the Defendants' signature to this Final Judgment, Consent Decree and Permanent Injunction ("Final Judgment"), and the Plaintiff, and the said Defendants, having agreed to the entry of this Final Judgment, without a trial, and without the adjudication of any issue of fact or law; and the said Parties having consented to the jurisdiction of the Court and having consented to each and every provision, order and decree of this Final Judgment, and this Final Judgment being the result of a compromise of the above matter and having been stipulated to;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction over this action for copyright infringement and false designation of origin and has jurisdiction over the parties to this suit, as named and set forth above and below in this Final Judgment. This Court retains jurisdiction over this matter for the purposes of any contempt or other enforcement proceeding stemming from any violation of the permanent injunction or any other provision set forth herein.

2. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants, and their related business entities, and Defendants' officers, directors, shareholders, members, partners, agents, representatives, servants, employees, successors and assigns, and any and all persons acting in concert or participation with them who receive actual notice of this Final Judgment are permanently enjoined and restrained from:

a. Importing, making, marketing, distributing, selling, offering for sale, renting, leasing and/or otherwise trafficking, including but not limited to over the Internet, ("Trafficking") in Unauthorized copies of audio-visual content and/or products the copyrights to which are owned or licensed by Plaintiff, whether heretofore released or to be released after date of this Final Judgment,

(hereinafter collectively referred to as "Plaintiff's Copyrighted Works"), including but not limited to those works listed on the Exhibit "A" to this Final Judgment. The term "Unauthorized" includes but is not limited to counterfeit copies and/or imports in violation of Plaintiff's exclusive copyright licenses or other interests.

b. Otherwise engaging in any other activity related to Plaintiff's Copyrighted Works in any manner which is likely to cause others to falsely believe that Defendants are authorized or approved by or licensed by Plaintiff.

c. In any manner infringing, or contributing to, or participating in, the infringement by others, of any of the copyrights in Plaintiff's Copyrighted Works in the United States, and from acting in concert with, aiding or abetting others, to infringe any of the said copyrights in any way;

d. Offering to do any of the acts enjoined in subparagraphs (a) through (c) above.

e. Assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above paragraphs (a) through (d).

f. This Final Judgment shall be effective as to each such work for so long as Plaintiff holds the exclusive rights to or owns a particular work.

3. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants shall deliver to Plaintiff or Plaintiff's counsel, at no cost to Plaintiff, any and all unauthorized copies of Plaintiff's Copyrighted Works, which are now or later come into the possession, custody or control of Defendants.

4. The Parties have entered into a written settlement agreement which provides for monetary payments and the Parties agree that the Court shall retain jurisdiction to enforce the terms of that agreement.

5. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if Plaintiff is required to file any further proceedings to enforce the terms of this Final Judgment, the prevailing party in said proceeding shall be entitled to recover its attorneys' fees and costs in any such proceedings.

6. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court shall retain jurisdiction over any subsequent action resulting from any violation of this Final Judgment.

7. Defendants agree and IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the terms of this Final Judgment shall inure to and be binding up the successors and assigns of both Plaintiff and Defendants.

10. This Final Judgment is entered without prejudice to U2 filing an action for non-dischargeability in the event that the monetary terms of the settlement between the Parties are not fully paid and there is a subsequent bankruptcy.

AGREED AND CONSENTED TO by U2 HOME ENTERTAINMENT, INC. a California corporation doing business as NEW IMAGE AUDIO & VIDEO; CENTURY HOME ENTERTAINMENT and TAI SENG ENTERTAINMENT (FORMERLY TAI SENG VIDEO MARKETING)

Dated: Nov 18, 2005

U2 HOME ENTERTAINMENT, INC.

By: BLAN T. HUIE

Its: GENERAL COUNSEL

AGREED AND CONSENTED TO by DIEM CHAU VIDEO, a business entity form unknown, LAM KHAC CU, individually and doing business as DIEM CHAU VIDEO and THUAN TRAN, individually and doing business as DIEM CHAU VIDEO.

Dated: 11/10, 2005

DIEM CHAU VIDEO

By: CHAU

Its: \_\_\_\_\_

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2 Dated: 11/10, 2005

Lamell  
By: Lam Khac Cu

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6 Dated: \_\_\_\_\_, 2005

By: Thuan Tran

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8 APPROVED AS TO FORM BY COUNSEL:

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10 Dated: \_\_\_\_\_, 2005

IDELL, BERMAN, SEITEL & RUTCHIK LLP

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13 Richard J. Idell  
Attorneys for Plaintiff

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15 Dated: \_\_\_\_\_, 2005

By \_\_\_\_\_  
Of \_\_\_\_\_  
Attorneys for Defendant Diem Chau Video

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By \_\_\_\_\_  
Of \_\_\_\_\_  
Attorneys for Defendant Lam Khac Cu

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21 Dated: \_\_\_\_\_, 2005

By \_\_\_\_\_  
Of \_\_\_\_\_  
Attorneys for Defendant Thuan Tran

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24 IT IS SO ORDERED.

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26 Dated: April 10, 2006

JUDGE OF THE UNITED STATES DISTRICT COURT

